

1904-049 Chancery Causes: Cdn. of Henry L. Newman & by vs. James A. Newman & Lee Co.

Grr, Darby Coal & Coke Co], Kilbourn, Howard, Witt

CA-Estate Dispute

T-Property

To the honorable L. A. W. Sheen Judge of the Circuit
Court of Lee County, Va.

Humbly complaining, your orator, W. E. Orr
Guardians for Henry L. Neuman & Ettie E. Neuman
infant children of James A. Neuman, and of
Julie Neuman, deceased, who was the wife of
the said James A. Neuman, would respectfully
represent and shew unto your honor, that the
said infants are seized in fee simple of a
certain tract or parcel of land, lying in said
County in the Pocket Country, on the waters of
Gins Creek, containing, One hundred acres, more
or less, and is the same tract of land conveyed
to James A. Neuman, for life, by Elijah G. Parsons
and Martha W. Parsons his wife by deed bearing
date January 2nd 1901, and recorded in the clerks
office of said County, in Deed Book No 37 page
95, and in which deed the fee simple in said
land is conveyed to the said infants subject to the
life estate of their ^{said} father in said land, and subject
to the reservation in said deed in favor of F. A.
Stratton his heirs and assigns, which pertains to
the mineral on said land, all of which is fully
set forth, and will more fully appear from said
deed. from the said Elijah G. Parsons & wife to the
said James A. Neuman. A certified copy of which
deed is herewith filed as part hereof marked "A"
Now your orator is advised, and therefore alleges
that the interests of his said wards will be greatly
promoted by the sale of the said land, and that the
rights of no person will be violated thereby; that
the said tract of land is Mountain land, and not very
valuable for farming purposes, and the mineral thereon

has been sold and is now owned by the said F. A. Stratton, or his vendee, as set forth in said last mentioned deed; that the interest on the money for which the land will sell, will exceed the rent of the land, and the interest of the said infants in said land being a reversionary interest, they, perhaps, would not realize anything from said land for several years, while if the land is sold, they or their Guardian ^{or their} will realize the interest on their portion of the fund for which said land may be sold, from the date of the consummation of said sale; that the said infants have no estate other than their said interest in said land, and that the said James A. Neuman, their father, is the only heir of the said infants in the event of their death.

Your orator will further represent and shew unto your honor that the said James A. Neuman has contracted a sale in writing of the said tract of land, with certain reservations, to The Darby Coal & Coke Co. a corporation, at the price of twenty dollars per acre, the said tract of land to be surveyed and the number of acres ascertained and the purchase money therefor to be paid as soon as the land can be conveyed. All of which will more fully appear from a certified copy of said Contract of sale herewith filed as part hereof Marked "B".

A certified copy of your orators appointment, qualification and bond ^{as guardian} is herewith filed as part hereof Marked "C".

The object therefore of this bill is to obtain a decree for the sale of the interests of the said infants in said tract of land, as a confirmation of the said sale made by the said father of said infants, and that the net

proceeds of the sale of said land be divided between
the said father and said infants according to their
respective interests therein, the said Henry L
Neuman being ten years old June 7th 1903, and the
said Ettie E Neuman being eight years old October
5th 1903, and the said James A Neuman being forty
four years old May 4th 1903. To this end your orator
makes the said James A Neuman, Henry L Neuman
and Ettie E Neuman and the said Darby Coal & Coke
Company, a corporation, the parties defendants to
this bill, and asks that they be required to answer
the same, but not an oath that being waived, the
said infants by a Guardian ad litem to be assigned
them; and that your honor will, ^{decree} a sale of said land,
or a confirmation of the one already contracted, which
it is alleged is at a fair price, and the investment
of the said infants portion of the money derived
therefrom, upon such terms and conditions, and
in such manner as will best promote the interests
of your orators said wards. And that your honor
will grant unto your orator such other, further and
general relief as may be consistent with equity,
and the case may require. And your orator will
ever pray &c.

Or & Nail. p. 9.

Virginid. Lee County, to wit:-

This day W. E. Orr personally appeared before ^{me} the
undersigned clerk of the circuit Court of said County,
and made oath that the several allegations in the
foregoing bill he believes to be true.

Given under my hand this day of January 1904.

Clerk.

Munsey Clerk 1.58
 Tax 1.50
 As Comr in Chcy 3.00
 Filing clk. 6.08
 18.00
 Co clk 6.00
 Comr in Chcy 5.00
 G. A. L. 31.53
 5.00
 Cr clk 36.00
 36.00
 Less Tax 1.00
 35.25

W. E. Orr Guardian
 of Bill in Chancery
 James A. Neuman et al

1904 1st Feb'y rules bill
 filed & pa Executed. ans
 of adult debts filed M. G.
 Cly appointed G. A. L. for infants
 debts and their ans filed /
 Replication to each of said
 answers. & continued
 1904 2nd Feb'y rules held the
 2nd Monday in Feb'y
 Cause set for hearing

May 18th 1904

In the Circuit Court for the County of Lee,
to wit:

THE ANSWER OF

Henry L. Newman, and Ettie E. Newman

infant under the age of twenty-one years, by M. G. Ely
guardian *ad litem*, assigned to defend them in this suit, to a bill of complaint exhibited against
them and others in the Circuit Court for the County of
Lee, by W. E. Orr Guardian ~~ad litem~~ and others.

The respondent, reserving to themselves the benefit of all just exceptions to the said bill, for
answer thereto, answering by said guardian *ad litem*, say that they are infants of tender
years, and by reason of such disability are incapable of understanding, or of taking care of their
rights and interests, they therefore commend the same to the protection of the court, and prays that
no decree may be pronounced which will tend to their prejudice.

And having answered, the respondent pray to be hence dismissed with their reasonable costs,
in this behalf expended; and they will ever pray, &c.

M. G. Ely Guardian *ad litem*.

M. G. Ely p. d.

Va. County
OF
Lee } ss.

This day, M. G. Ely, whose name is signed to
the foregoing answer, personally appeared before me, A. B. Munsey
and made oath that the statements made therein, so far as they depend upon his own knowledge, are true,
and so far as they depend upon knowledge derived from others he believes them to be true.

Given under my hand, this 29th day of January 1904

A. B. Munsey Clerk

Henry Newman et al

adv. { ANSWER
OF
INFANT DEFENDANT.

W. C. Orr, Guardian

Filed February 1st, 1904
H. C. T. Erving, Clerk

To the honorable J. A. W. Skenn Judge of the
Circuit Court of Lee County, Va.

The answer of The Darby Coal & Coke Compa-
ny, a Corporation, to a bill filed in this honora-
ble court against this respondent and others
by W. E. Orr Guardian &c.

For answer thereto, or to so much thereof
as this respondent is advised it is necessary
or material that it should answer, answering
it says, It is true that respondent has contracted
a purchase of the tract of land in the bill
mentioned from its co-defendant, James A
Neuman, at the price of \$20.00 per acre.
as set forth in Exhibit "B" with plaintiffs
bill, and it will be prepared to comply with
said contract and pay the purchase money
for said land as soon as the number of
acres in said tract is ascertained, and the
title thereto can be, and is made to your respo-
ndent. Your respondent considers the contract
price for said land a fair one, and believes
it will be to the interest of all persons con-
cerned to have the said sale confirmed and
carried out, and it joins in the prayer of the
plaintiff for a confirmation of said sale.
And now having answered it prays to be
hence dismissed with its costs, &c.

Orr & Noel, for
Respondent.

W. C. Orr, Guardian
of ^{vs} ~~Suit~~ of ^{vs} ~~Early~~ ^{vs} ~~Coab~~
Cake Co.

James A. Newman et al

Filed 1st February
Rules 1904.

H. C. T. Ewing
Clerk

To the honorable J. A. W. Skeen Judge of the
Circuit Court of Lee County, Va.

The answer of James A. Neuman to a bill
filed in this honorable court by W. E. Orr
Guardian &c against this respondent & others.

For answer thereto, or so much thereof as he
is advised it is material for him to answer,
answering he says, it is true as alleged in the
bill that the tract of land in the bill and exhibit
it is mentioned and described, was conveyed
to respondent and his two children Henry L.
Neuman & Ettie E. Neuman in the manner
therein set forth, and subject to the reservations
or interests therein stated, to your orator for
life and after his death to his said children
in fee simple. It is also true that respondent
has contracted a sale of said land to The
Darby Coal & Coke Company at the price of
\$20.00 per acre as set forth in exhibit "B"
with plaintiffs bill, the purchase money
therefor to be paid when the land is surveyed
and the title thereto conveyed, and your respond-
ent considers this a good price for said land,
when it is recognized that the mineral has
been sold to H. A. Stratton; and your respondent
joins in the prayer of the plaintiff in his said
bill, in asking a confirmation of this sale
by the court for and on behalf of the said

infants, believing as he does that said sale
will be advantages not only to him, but also
to said infants, and that the money kept at
interest, will be of more value to said infants
than their interest in said bond retained by
them. As stated in said bill the land is mountain
land and not very valuable for agricultural pur-
poses, and the ages of the said children and your
respondent being as stated by plaintiff, the
interest of your respondent in \$2000.⁰⁰ accord-
ing to the annuity table would be \$1371.36 counting
his age at 45 years, which it will be May 4th
1904, his next birth day, and this sum taken
from the said \$2000.⁰⁰ would leave \$628.64,
but your respondent is willing to divide the
net proceeds ^{of the sale of said land} ~~equally~~ between himself and his
said two children, giving to them jointly Eight
hundred dollars - and to himself ^{one hundred dollars} ~~one hundred dollars~~ only, and this
division, ^{or in that proportion of the net sum} your respondent asks your honor
to make of the said fund, to be derived from the
sale of said bond in case a sale is made, or the
one contracted by him is confirmed.
And now having answered he prays to be hence
dismissed.

On ² Noel. for Respondent

W. E. Orr Guardian &c
vs { Ans off. A. Neuman,
3 James A. Neuman et als.
Filed 1st February
Rule 1904.
H. C. T. Ewing Clerk

W. E. Orr, Guardian for Henry L
Neuman & Ethel E Neuman. Plaintiff

against

James A Neuman et als. Defendants } In Chancery.
This Cause came on this day to be heard upon
the papers formerly read in the Cause, and the
report of James W Orr, Commissioner, and the
deed therewith, this day filed in the Cause, and
was argued by counsel. On consideration thereof
and there being no exceptions to said report, or
deed, it is adjudged, ordered and decreed, that
said report and deed be and the same are hereby
confirmed, and, that the Clerk of this Court deliver
said deed to The Darby Coal & Coke Company, the
grantee therein, for recordation, and it appearing
from said report, that the purchase money for
said land, in the bill mentioned, has been paid to
the plaintiff, except the sum of ten dollars
paid to the defendant, James A Neuman, by said
Company, it is further adjudged, ordered and
decreed that the plaintiff pay to Orr & Vael, attorneys
for plaintiff, \$48.40 their fee in the Cause, and
that he also pay the costs of this suit to the officers
of the Court entitled thereto, including \$5.00 to said
Commissioner Orr for making said deed, and the
residue of said fund, he will pay to the said James
A. Neuman three fifths thereof, and retain in
his own hands, as Guardian for said infants,
two fifths thereof, and nothing further remaining
to be done in this Cause the same is ordered to be
stricken from the docket.

W. E. Orr Guardian &c

vs { Decree Liab

James A. Neuman et al.

Em. Ct. No. 7,

Page 459

Enter this decree.

J. C. W. Stone

May 17 1904.

W. E. Orr, Guardian for Henry
L. Neuman & Ettie E. Neuman, Pff.

against

James A. Neuman et al. Defts.

In Chancery

This cause came on to be heard upon the
bill of the plaintiffs, the exhibits therewith,
the separate answer of James A. Neuman,
the separate answer of The Darby Coal
& Coke Company and the answer of Henry
L. Neuman & Ettie E. Neuman, the infant
defendants, by M. G. Ely their Guardian
ad litem, and general replication to
each of said answers, and upon the
depositions of witnesses, and was argued
by counsel. On consideration thereof
It is adjudged, ordered and decreed that
the sale of the tract of land in the bill
mentioned, by the defendant James A.
Neuman, on behalf of himself and the
infant defendants, his infant children,
to The Darby Coal & Coke Company, as set
forth, and at the price, in the contract of
sale mentioned, exhibited with the foregoing
bill, be and the same is hereby confirmed,
the Court being of opinion that the interests
of the infant defendants will be promoted
by said sale being confirmed and carried
to completion, and that the rights of no
person will be violated thereby.

from the evidence, and the absence of any admissions in the answers, or

And it is further ordered, adjudged and decreed that as soon as said contract of purchase is completed by the said Harby Coal & Coke Company, as provided in said Exhibit B, with the plaintiff's bill, and the purchase money for said land, at the price of twenty dollars per acre, is fully paid by said Company to the plaintiff, then James W. Orr, who is appointed a Commissioner for the purpose, will convey to said Company, with covenants of special warranty, the interests of the said infant defendants in said tract of land, in which deed the defendant James A. Keenan will join, conveying his interest in said tract of land to said Company, with covenants of general warranty upon his part. Said Commissioner will report his action hereunder, together with the payment, or nonpayment, of the said purchase money by said Company, to the plaintiff, to the next term ^{of this Court.} and the case is continued.

W. C. Orr, Guardian
vs

Decree

James A. Keenan

Env. C. O. B. No 1, p 389

Enter and decree.

Ha W. Orr

Feb 16th 1904.

(1)

.....The depositions of H.F.Kilbo ~~on~~ *vs. other* taken before the undersigned Commissioner in Chancery of the Circuit court of Lee county, at the law office of James W.Corr in Jonesville Virginia, by consent of parties on this the 6th, day of February, 1904.

Present James W.Corr of counsel for plaintiff and representing the adult defendants in so far as not inconsistent with his duties as counsel for the plaintiff. This being a friendly suit.

And present M.C.Ely Guardian Ad Litem for the infant defendants and the defendant James A.Newman in his own proper person.

The said H.F.Kilbourn a witness of lawful age, and being duly sworn deposes and says.

Question by Plff's counsel.

Q-1--Please state your age, residence and occupation?

A-1-- 49 years, Live in the pocket country on Straight Creek and nearly within one mile of the James A.Newman land, and am a farmer.

Q-2-- Are you acquainted with land owned by the plaintiff James A.Newman in which his two infant children have an interest?

A--- I am very well acquainted with the most of it, I can't say that I have been over it all, but I have a general knowledge of it all.

Q-3--Please state what kind of land it is, how much is in cultivation or cleared and how many acres in the tract if you know, and what improvements if any on the land?

A--- There is no improvements in the way of buildings, there is a long strip of bottom land cleared some four or five acres and this appears to be considerably worn and is thin land, and there is a few acres cleared up on the hill which rough land but perhaps is better soil than the bottom land, all the land outside of the strip of bottom land is rough mountain land, I am informed no doubt it is true that the poplar timber has been sold off at least I do not see any valuable poplar on it, there is some White-Oak Chestnut and other timbers, but, don't think that there is much White-Oak,

Q-4--Please state whether or not you consider the land valuable for agricultural purposes?

A-4---I do not. And consider the mineral or coal on the land more valuable than anything else.

Q-5---Is it your understanding that there is a mineral or coal right sold on said land to F.A.Statton and now owned by the Black Mountain Coal & Coke Company?

A--- That is my understanding.

Q--- State whether or not this mineral right together with the usual rights and privileges of mining using timber building roads tramways &c. depreciates the value of the surface of said land for agricultural purposes?

A--- I think it does considerably.

Q--- If the defendant James A.Newman has contracted this land for sale to his co-defendant The Darby Coal and Coke Company at the price of \$20.00, per acre subject to the mineral rights above spoken of, please state whether or not you would consider said sale at a fair price and to the interests of the infant defendants, if carried out and that their interests would be promoted thereby?

A--- I really think that it is an extraordinary price for the surface and that their interests will be promoted by a confirmation of said sale, I think their portion of the money kept at interest will be much more valuable to them than their reversionary interest in the land considering their ages and the age of their father as I understand them to be.

And further this deponent saith not.

A. F. Kilbourne

J.A.Howard another witness of lawful age being first duly sworn deposes as follows.

Q-- Please state your age, residence and occupation?

A--- 27 years, reside on straight Creek near the land spoken of , and am a farmer.

Q--- Are you acquainted with the land owned by James A.Newman and his children, and if so what kind of land is it?

A--- I am acquainted with said land and live within about a mile of it.

There is about five acres of bottom cleared which is all of the bottom land on the place and four or five cleared on the hill side, this bottom land very thin land that cleared on the hill side is perhaps a little more productive, but is steep and rough, the balance of the tract is rough mountain land uncleared and with not much valuable timber on it, I do not consider the tract as valuable for farming purposes and mainly valuable for the coal that is on it and this I understand has been sold and ^{is} now owned by The Black Mountain Coal & Coke Company, who are locating an arm of Railroad through this narrow bottom from one end to the other, and when constructed will leave the bottom in such condition that it would not be worth fencing. I sowed most of the bottom in Millet last year and the crop was not worth the seed and labor.

I am of opinion that the sale of the surface of this land made by J.A. Newman at \$20.00, per acre is a big price for the same, and that the interests of the infant defendants will be promoted by a confirmation of said sale, and that the rights of no person will be violated thereby, and that ~~the interest of~~ the infants portion of the money derived from said sale will be more valuable to them kept at interest than their interest in the land would be, and that the mineral rights and privileges sold on said land depreciates the value very much.

And further this deponent saith not.

J. A. Howard

A.J. Witt another witness of lawful age being first duly sworn deposes as follows.

Please state your age, residence and occupation?

A--- Age 57 years, I live in the pocket country on the waters of Staight Creek, about two miles from the J.A. Newman land.

Q-2--Are you acquainted with the J.A. Newman land and, if so please state what kind of land it is and its quality and anything you may know about its value &c?

A--- I am acquainted with said land and have known it and lived

near it for about 35 years, it is rough mountain land except a narrow bottom containing some five acres, which is cleared and been in cultivation for perhaps forty years, there is also four or five acres cleared on the hill side, which has not been cleared so long the bottom strip is very thin land, that on the hill side is a little more productive, but is steep and rough, I think that the valuable timber has mostly been taken off and understand that the coal right has been sold on said land, and is now owned by The Black Mountain Coal & Coke Company, and I understand and in fact see that they are preparing to mine the coal in that vicinity. I am of opinion that the sale of the coal right on this land with the usual mining rights and privileges and which I understand was incorporated in the deed to Stratton depreciates the value of the surface considerably.

Q--- What do you consider would be a fair price per acre for this tract of land subject to the sale of the coal right and mining privileges spoken of by you?

A--- I would think not more than from five to ten dollars per acre in any event, and I am of opinion that the sale made by J.A. Newman at \$20.00, per acre is a an extraordinary price for said land subject to the other rights thereon, and that the interests of the infant defendants as well as Mr. Newman will be very much promoted by a confirmation of said sale and that the rights of no person will ^{be} violated by the confirmation of said sale and that the infants portion ^{of} money derived from said sale kept at interest will be much more valuable to them than their interest in said land subject to their father's life estate.

And further this deponent saith not.

A. J. Witt.

James A. Newman another witness of lawful age being duly sworn deposes as follows. I was 44 years old May 4th, 1903, and my son Henry L. Newman was 10 years old June 7th, 1903, and my daughter Ettie E. Newman was 8 years old October 5th, 1903, the tract of land mentioned in the bill and properly described therein contains 100 acres more

or less and is the same land contracted by me to The Darby Coal & Coke Company by written contract dated January 1st, 1904, a certified copy of which contract is filed with Plaintiff's bill marked "B" at \$20.00. per acre the number of acres to be ascertained and the purchase money paid therefor as stipulated in said contract, the said land is rough mountain land and not well adapted to agricultural purposes and being subject to the mineral rights and privileges thereon I am of the opinion that the sale contracted by me is at a good price and that it is to the interest of all parties concerned that the same be carried out and this I am anxious shall be done, when I purchased this land in January, 1901, I paid \$500.00. for the tract and I am of opinion that the mineral right on said land when exercised and carried into effect, which the parties interested are preparing to do will detract very much from the value of the surface of said land.

I am informed that my interest in the fund to be derived from said sale would be about \$1370.00, but I am willing to take as my portion of said fund \$1200.00, and leave for the children \$800.00, of said fund or in that proportion of whatever the net fund may be, which would be $\frac{3}{5}$ to me and $\frac{2}{5}$ to the children. Most all the valuable timber has been taken off of the said land and I concur with the other witnesses as the quality of said land. There are no improvements on said land in the way of buildings, except such as were excepted by me in my contract with The Darby Coal & Coke Company and they are of but little value. I think that my children's portion of the money kept at interest would be of considerable more value to them than their interest in said land, and of the same opinion as to my own, and that no one's interest would be violated by a confirmation of said sale. The said infants have no estate other than their interest in said land, and as I understand it I am their only heir in case they should die without issue.

And further this deponent saith not.

J. A. Newmar

Virginia, Lee county, to-wit:

I certify that the foregoing depositions of H.F. Kilbourn, J.A. Howard, A.J. Witt and James A. Newman were duly taken subscribed and sworn to before me at the time and place and for the purpose in the caption mentioned. Given under my hand this the 6th day of February, 1904.

A.B. Munsey
Commissioner in Chancery.

W. E. Orr Guardian
vs } Depositions

James A. Newman

Received from A.B.
Munsey the Comr. in
Chancery before whom
taken and filed Feby.
6th 1904.

A. C. T. Ewing, Clerk

Comr in chcy \$300

W. E. Orr Guardian for Henry L
Neuman & Ettie E Neuman Plaintiffs
against
James A Neuman et al. Defendants } In Chancery.

The undersigned, Commissioner in this Cause, respectively reports, that pursuant to the terms of the decree entered at the last term, The Darby Coal & Coke Company has paid the tract of land in the bill mentioned surveyed, and by which survey it was ascertained that said tract contained ninety eight and one half acres, and the said Company has paid to the plaintiff the amount of the purchase money for said tract, which was \$1970.00, paying to the plaintiff \$1960.00 which sum together with the \$10.00 paid by said Company to the said James A Neuman at the date of the contract of the sale of said land, makes up the said sum of \$1970.00 aforesaid; and your Commissioner upon the payment of said purchase money has made and executed to said Company a deed, with covenants of special warranty, conveying the interests of the infant defendants in said land, in which deed the defendant, James A Neuman, joined conveying his interest in said land with covenants of general warranty, which deed is acceptable to said Company, and is herewith filed marked Deed.

To
Car A. S. W. Sheen.

James W Orr, com-
missioner.

W. E. Orr Guardian &c

v. { Cour Orr's Report.

James A. Neuman et
-als.

Filed May 16th 1904.

W. E. Orring Clerk.

THIS AGREEMENT made this 1st day of January 1904, between James A. Newman of the first part, and Darby Coal & Coke Company, a corporation of the second part;

Whereas the said party of the first part is the owner for life of a certain tract or parcel of land situated and being in Lee County Virginia, ^{on Kings Creek} in the Pocket Country remainder of the fee simple estate being in his two infant children, Henry L. Ettie E. Newman and being the same tract or parcel of land conveyed by E. G. Parsons and wife by deed bearing date of the 2nd day of January 1901, and recorded in Clerks Office of the County Court of said County of Lee, in Deed Book No. 37 page 95, and in ~~which~~ which said deed said land is specifically described by metes and bounds and to which said deed reference is hereby made for a more particular description, Now, this agreement witnesseth, that the said James A. Newman for himself and the said Henry L. Newman and Ettie E. Newman agrees and binds himself to sell and convey or have conveyed unto the party of the second part by ~~by~~ good and sufficient deed subject to the rights of F. A. Stratton his heirs and assigns therein the above mentioned and described tract of land in fee simple, at the price of Twenty dollars per acre, provided that Circuit Court of Lee County Virginia, will authorize or confirm said sale unto the party of the second part and the said party of the first part agrees to institute suit at once to have said sale confirmed and to push the same as rapidly as possible to a final conclusion; and to give possession of said land over to said second party as soon as it shall require the same subject to the provisions of this ~~deed~~ ^{agreement however}, excepting the said mill site now in the possession of Chas. Hale until April 1st 1904. In the event however ~~if~~ ^{that} first party is unable to make good title to the said land said second party shall have the right to remove from said lands any improvements put thereon by it. Said first party excepts however the house and stable erected or to be erected on said land provided the Lumber therein shall be manufactured from timber taken from

said land provided the said house and stable shall be removed from said land of 30 days after said sale shall have ceased to use them. The said second party is to have said land surveyed by a competent surveyor of thier own selection within sixty days from the time the Court shall confirm the said sale and to pay for said land as soon as the said first party shall make or have made a good and sufficient deed for said land and accepted by said second party. The said first party has this day been paid in cash the sum of Ten dollars in part payment of the purchase price of said land the receipt of which is hereby acknowledged, but agreed to refund the same in case said sale is not confirmed by said Court.

Witness the following signatures and seals, day and year first aforesaid.

Witnesses; J. C. Noel James A. Newman (Seal)

H. F. Kilbourn.

Virginia, Lee County to-wit;

I, J. J. Yeary a Justice of the Peace in and for the County and State aforesaid, do certify that James A. Newman whose name is signed to the above writing bearing date of January 1st 1904, has acknowledged the same before me in my County aforesaid. Given under my hand this 9th day of January 1904.

J. J. Yeary J. P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 12th day of January 1904. This deed was presented, and together with the certificate of acknowledgment thereto annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy, Teste; *B. M. Morgan* ----- Clerk.
(D. B. 41 page 124)

James R. Newman
To { Agreement
Darby Coal & Coke Co

Copy

B

Clerk Secy

Virginia,

At a County Court continued and held for Lee County, at the Court-house thereof on Tuesday the 19th day of January 1904.

On motion of James A. Newman it is ordered that W. E. Orr be and he is hereby appointed Guardian for Henry L. Newman & Etta E. Newman infant children and heirs at law, of the said James A. Newman and Abbie Newman deceased, and aged ten years and eight years respectively.

And thereupon the said W. E. Orr together with James W. Orr his security entered into and acknowledged a bond in the penalty of Three thousand dollars conditioned according to law, which bond being acknowledged by the obligors therein is ordered to be recorded.

And the said W. E. Orr, took the oath prescribed by law.

A Copy, Teste; B. M. Morgan ----- Clerk.

W. E. Orr. Guardian⁴⁶

Copy of Order of
Appointment.

6

Know all Men by these Presents, That we, *W. E. Orr and James W. Orr*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Three thousand* Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemption as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond or by virtue of said office, post or trust, with coupons detached from the bonds of this State. Sealed with our seals, and dated this *19th* day of *Jan.*, one thousand nine hundred *four*.

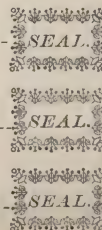
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *W. E. Orr* has been by the County Court appointed Guardian of *Henry L. Newman* age 10 yrs. and *Etta E. Newman* age 8 yrs. children & heirs at law of *Jas. A. Newman*, and *Abbie Newman* deceased, now if the said *W. E. Orr* shall faithfully discharge his duties as said Guardian according to the law.

then this obligation to be void, or otherwise to remain in full force and virtue.

W. E. Orr

James W. Orr

A Copy Teste: *B. M. Morgan* Clerk



H. E. Orr

Guardian

to

}

BOND

Commonwealth.

Copy

!

B



Jan 20, 1904.

Received of N. L. Orr Guardian Henry L. & Etta Newman

Two ⁵⁷/₁₀₀

100 DOLLARS,

My Coal Suit: Dorby Coal Co.

$$\begin{array}{r} 495 \\ 376 \\ \hline 873 \end{array}$$

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A. Newman
Henry L. Newman, Ettie E. Newman and
The Darby Coal & Coke Company, a Corporation

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February 1904, to answer a
bill in chancery exhibited against them in our said court by
W. E. Orr, Guardian for Henry L. Newman
and Ettie E. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 20th day of January, 1904, and in the 128th
year of the Commonwealth.

A. B. Munsey, Clerk.

W. E. Orr Guardian

vs. { SUBPEONA
IN CHANCERY.

James A. Newman et al.

Orr & Neel p. q.

To 1st February Rules.

1904 Circuit Court.

Legal service of the
within writ is hereby
deposited Jan 21/1904.
James A. Newman
The Parry Coal & Coke Co.
By Orr & Neel, attys.

Clerk My
" E. J. \$5.78
Lay 1.00
d 15.00
8 .60
Court H. B. 00
Court Decd 5.00
\$ 30.38

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A Newman,
Henry L. Newman, Ettie E. Newman, and
The Darby Coal & Coke Company, a Corporation,

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February 1904, to answer a
bill in chancery exhibited against them in our said court by
W. E. Orr, Guardian for Henry L. Newman
and Ettie E. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 20th day of January, 1904, and in the 128th
year of the Commonwealth.

A copy,

A. B. Munsey, Clerk.

Teste: A. B. Munsey Clerk

vs. { SUBPEONA
IN CHANCERY.

p. q.

To Rules.

Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *James A. Newnan*
Henry L. Newnan, Ettie E. Newnan, and
The Darby Coal & Loke Company, a Corporation

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February* 1904, to answer a
bill in chancery exhibited against *them* in our said court by
W. E. Orr Guardian for Henry L. Newnan
and Ettie E. Newnan

And have then there this writ. Witness, *A. B. MUNSEY*, Clerk of our said Court,
at the court-house, the *20th* day of *January*, 1904, and in the *128th*
year of the Commonwealth.

A Copy:

A. B. Munsey, Clerk.

Teste: *A. B. Munsey* Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *James A. Newman*
Henry L. Newman, Ettie E. Newman and
The Darby Coal & Coke Company, a Corporation

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the *1st* Monday in *February* 190*4*, to answer a
bill in chancery exhibited against *them* in our said court by

W. E. Orr, Guardian for Henry L. Newman
and Ettie E. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the *20th* day of *January*, 190*4*, and in the 12*8th*
year of the Commonwealth.

A B Munsey, Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon James A. Newman
Henry L. Newman, Ette. C. Newman and
The Darby Coal & Loke Company, A Corporation

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February 1904, to answer a
bill in chancery exhibited against them in our said court by
W. E. Orr Guardian for Henry L. Newman
and Ette. C. Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 20th day of January, 1904, and in the 128th
year of the Commonwealth.

A Copy,

A. B. Munsey, Clerk.

Leste: A. B. Munsey Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

+ H. G. Kilbourn + Rabe
+ A. J. Will + Rabe
+ William Turner + Rabe

undersigned Commissioner in Chancery at the law office James M. Orr in Jonesville Va
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house
thereof, on the *4th* day of *February* 1904, to testify and the truth to say
in behalf of the *M. E. Orr* Plaintiff, in a certain matter of controversy in our said court
before the said Judge depending and undetermined between

M. E. Orr Guardian Plaintiff, and

James A. Newnan et al Defendant. And this *they*
shall in no wise omit, under the penalty of £100. And have then there this writ.

Come in Chy
Witness, A. B. MUNSEY, ~~Clerk~~ of our said court, at the court-house the *20th* day of

January 1904, and in the *12th* year of the Commonwealth.

A B Munsey Come in Chy

Mr. E. Our Guardian
et

vs.

SUBPOENA

FOR

WITNESS.

J. N. Newman

Court,

the 15th day of Feb

1904

Executed like
first 1904 day
summonsing all
of the within
witness

E. S. Stapleton D. S.

Jos. P. McCall

S. L. Co